

A. G. Contract No. KR88-1008-TRD  
ECS File: IGA-88-30  
Arizona General Mapping Service  
July 1, 1988 to June 30, 1989

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE ARIZONA DEPARTMENT OF TRANSPORTATION  
AND THE ARIZONA DEPARTMENT OF REVENUE

THIS AGREEMENT is entered into August 12, 1988,  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the Arizona Department of  
Transportation ("ADOT") and the Arizona Department of Revenue.

I. RECITALS

1. The following sections of the Arizona Revised Statutes  
empower the parties to enter into this agreement:

ADOT	A.R.S. 28-108
Department of Revenue	A.R.S. 42-104(4)

2. By reason of budget reductions during the fiscal year  
1982-1983, this agreement between State agencies was first  
inaugurated to continue the "General Mapping Service" of ADOT.

3. It has proved to be a workable solution for budgetary  
purposes; therefore, the undersigned State agencies wish to  
continue the program of contribution to the "General Mapping  
Service" for their mutual benefit in the same manner for the  
fiscal year beginning July 1, 1988 and ending June 30, 1989.  
The prorated shares of the cost of participating in the program  
during the fiscal year 1988-89 are hereinafter set forth.

4. ADOT has all the facilities and personnel already  
established within its Photogrammetry and Mapping Service to  
continue such mapping program.

NO.	<u>13273</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>9-9-88</u>
By	<u>[Signature]</u>
	<u>[Signature]</u>

Therefore, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. This agreement shall be limited to the fiscal year beginning July 1, 1988 and ending June 30, 1989. Any continuation of this agreement for future fiscal years shall be by new agreement or specific affirmation of this agreement.

2. The parties shall, on or about July 30, 1988, pay into the General Highway Fund the amounts shown next to their agency name as follows:

Department of Revenue	\$30,000
Total payment by parties other than ADOT	\$30,000

3. ADOT currently has a fiscal year appropriation for this service in the amount of \$214,000.00, making a total of \$244,000.00 to be designated for "ADOT General Mapping Services."

4. ADOT shall, by reason of the contribution of said funds by the other parties to this agreement, be able to continue the "General Mapping Service" at a reduced scale of operation, by use of such funds within its Cartographic Branch for production of the "General Map Series" and thereby continue to make such information available to the parties to this agreement as in past years.

5. A "General Map Series Committee" shall be established in conjunction with this agreement. The Director of each agency which is a party hereto shall appoint and designate one person from his agency to serve on such committee. The purpose of such committee shall be to organize, appoint a chairman, adopt necessary rules, agree upon meeting dates and places for the general purpose of establishing priorities of mapping, remapping and areas of mapping to be done by the "Cartographic Branch" within the limits of the funds available during the fiscal year 1988-89. Such committee shall be advisory in nature and provide a forum for each agency as a party hereto to express their needs, desires and requirements for such service during the fiscal year 1988-89 and to mutually agree upon the work schedule and work priority of the "ADOT Cartographic Mapping Service." All meetings of the General Map Series Committee shall comply with provisions of Arizona Revised Statutes Section 38-431.02, et seq, relating to open public meetings. Direct supervision of personnel and work to be performed shall continue to be the sole province of ADOT and its Photogrammetry and Mapping Service. Such committee shall

be convened and begin deliberations as soon as practicable on or after July 1, 1988. The person appointed by the Director of ADOT shall serve as temporary chairman of the Committee and shall issue the first call for a meeting of the Committee and shall designate a time and place for the same to be convened for organizational purposes.

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall be filed with the Secretary of State and shall become effective upon such filing. A duplicate copy of this agreement shall be furnished to each party to this agreement.

2. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

5. Attached hereto and incorporated herein by reference is a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties hereto, after being duly authorized by their respective agencies, have executed this agreement.

STATE OF ARIZONA  
DEPARTMENT OF REVENUE

By: Paul Waddell  
PAUL WADDELL  
Acting Director

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

By: Gary K. Robinson  
GARY K. ROBINSON  
Chief Deputy State Engineer

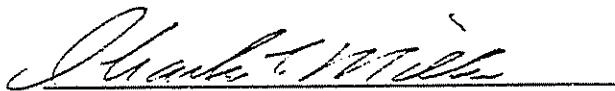
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RESOLUTION

BE IT RESOLVED on this 8th day of August, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the Arizona State Land Department, the Arizona Department of Revenue, and the Arizona Department of Commerce for renewal of the General Mapping Service.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

  
CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KP-88-1008-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18<sup>th</sup> day of August, 1988.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division